



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

**RFP Number:**  
HWY-309504-KS

**RFP Title:**  
Human Resource Consulting Services

**RFP Response Due Date and Time:**  
March 31, 2010  
3:00 PM, Local Time

**Number of Pages:** 36

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Kim Stewart

**Issue Date:**  
March 2, 2010

**Purchasing Services Section  
Montana Department of Transportation  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001**

**Phone: (406) 444-6365  
Fax: (406) 444-5411**

**TTY Users, Dial 711**

**Website: <http://vendor.mt.gov/>**

## INSTRUCTIONS TO OFFERORS

**Return Sealed Proposal to:**

**Purchasing Services Section  
Montana Department of Transportation  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001**

**Mark Face of Envelope/Package:**

**RFP Number: HWY-309504-KS  
RFP Response Due Date: March 31, 2010**

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Rob Stapley at (406) 444-6365 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## OFFERORS MUST COMPLETE THE FOLLOWING

**Offeror Name/Address:**

**Authorized Offeror Signatory:**

(Please print name and sign in ink)

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

**The following items MUST be included in the response to be considered responsive.  
Failure to include any of these items may result in a nonresponsive determination.**

**Signed Cover Sheet**

**Signed Addenda (if appropriate)**

**Address all mandatory requirements (per Section 1.5.3)**

**Point-by-Point response to all sections and subsections (per Section 1.6.1)**

**Response to Appendices A and B (per Section 1.6.1)**

**Response to Appendix C (per Section 4.1.1)**

**Complete answers to all requirements of Sections 3, 4, and 5**

**Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)**

## SCHEDULE OF EVENTS

### EVENT

### DATE

|   |                |
|---|----------------|
| RFP Issue Date.....   | March 2, 2010  |
| Deadline for Receipt of Written Questions .....                     | March 16, 2010 |
| Deadline for Posting Written Responses to the State's Website ..... | March 23, 2010 |
| RFP Response Due Date .....   | March 31, 2010 |

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Transportation (hereinafter referred to as "the State") is seeking a Human Resource Consultant to provide classification evaluations, write job profiles for the State's positions, and provide assistance to managers in developing career ladders. These services will be provided on an "as needed" basis. A more complete description of the services sought for this project is provided in Section 3.0, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 CONTRACT TERM

The contract term is for a period of one (1) year beginning upon final contract signature and ending January 31, 2010. Renewals of the contract, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven (7) years, at the option of the State.

### 1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Kim Stewart**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Kim Stewart**  
Address: **2701 Prospect Avenue**  
**Helena, MT 59620**  
Telephone Number: **(406) 444-9282**  
Fax Number: **(406) 444-5411**  
E-mail Address: **kstewart@mt.gov**

### 1.3 REQUIRED REVIEW

**1.3.1 Review RFP.** Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

**1.3.2 Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before March 16, 2010. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.3.3 State's Response.** The State will provide an official written response by March 23, 2010 to all questions received by March 16, 2010. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any

formal written addendum will be posted on the State's OneStop Vendor Information website with the posting of the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.4 GENERAL REQUIREMENTS**

**1.4.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

**1.4.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

**1.4.3 Mandatory Requirements.** To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements as listed in Sections 3.1. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

**1.4.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

**1.4.5 Prime Contractor/Subcontractors.** The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

**1.4.6 Offeror's Signature.** The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

**1.4.7 Offer in Effect for 120 Days.** A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

## **1.5 SUBMITTING A PROPOSAL**

**1.5.1 Organization of Proposal.** Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

**“(Offeror's Name)” understands and will comply.**

An offeror making the statement “Refer to our literature...” or “Please see www.....com” may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

**1.5.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.5.3 Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**1.5.4 Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one original proposal and five (5) copies** to the Department of Transportation. In addition, offerors must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP #HWY-309504-KS. ***Proposals must be received at the mail room of the Department of Transportation prior to 3:00 pm, local time, March 31, 2010. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

**1.5.5 Late Proposals.** ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **1.6 COST OF PREPARING A PROPOSAL**

**1.6.1 State Not Responsible for Preparation Costs.** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

**1.6.2 All Timely Submitted Materials Become State Property.** All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.



## **SECTION 2: RFP STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

### **2.1 OFFEROR COMPETITION**

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

### **2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.2.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2.2.2 Procurement Officer Review of Proposals.** Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### **2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications

described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

**2.3.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

**2.3.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.3.5 Achieve Passing Score.** Any proposal that fails to achieve **60% of the total available points for Sections 4 and 5 (or a total of 345 points)** will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

**2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.** After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

**2.3.7 Best and Final Offer.** The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

**2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award.** The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

**2.3.9 Request for Documents Notice.** Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

**2.3.10 Contract Execution.** Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

## **2.4 STATE'S RIGHTS RESERVED**

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

## SECTION 3: SCOPE OF PROJECT

### **3.0 OVERVIEW**

The State is seeking a Human Resource Consultant to perform classification evaluations of job positions, write job profiles for new and existing positions, and provide assistance in developing career ladders. All services will be on an “as-needed” basis. The State cannot project the volume of work that may be required under a potential contract from this RFP and does not guarantee any minimum usage totals.

Offerors responding to this RFP shall be capable of providing accurate and timely documents that conform to standards established by the Montana Department of Administration, State Personnel Division, Human Resources Policy and Programs Bureau (HRPP). Standards appear on the website listed below:

<http://hr.mt.gov/hrpp/classification.mcpv>

Documents shall be transmitted electronically to the State. Offerors must be familiar with the State of Montana Benchmark Factoring Methodology as it applies to the Broadband Classification System.

### **3.1 GENERAL REQUIREMENTS**

**3.1.1 REQUIRED TRAINING.** Offeror **must** provide documentation with their proposal, showing successful completion of training in job profile writing and application of the Benchmark Factoring Methodology, from HRPP. Documentation **must** be provided for each individual who will be performing job classifications

**3.1.2 REQUIRED DOCUMENTATION.** Acceptable documentation includes, but is not limited to, a letter from the HRPP Chief recognizing the individual as a trained classifier.

- Section 2-18-102 (2) of the Montana Code Annotated authorizes the Department of Administration to delegate its classification authority to agencies, provided that such agencies remain in compliance with policies, procedures, timetables, and standards established by the Department.
- Per our Letter of Agreement for Delegated Classification Authority, the Montana Department of Transportation (MDT) agrees to adhere to the requirements outlined by the Department of Administration. Training in and familiarity with the Benchmark Factoring Methodology and documentation of the successful completion of HRPP training in job profile writing and application of Benchmark Factoring Methodology is required for any consultant performing these services for the Department of Transportation.

### **3.2 WORK TASKS**

**3.2.1 CLASSIFICATION EVALUATIONS.** At the request of the State's Workforce Planning Bureau Chief, perform classification evaluations of job positions. Offeror's classification evaluations shall contain a complete evaluation with supporting documentation (job profile, audit notes, etc.). A desk audit will be required for each evaluation.

**3.2.1.1** Any and all information used to evaluate and classify a position shall be attached to the final evaluation submitted to the State. Hand written notes shall be typed and submitted with the final evaluation. Payment for services will not be made until all documentation has been received.

**3.2.1.2** All completed job evaluations and supporting documentation shall be submitted electronically to the State's Workforce Planning Bureau Chief in accordance with the State's Agency Classification Review Procedures (Appendix D).

**3.2.1.3** Ninety (90) percent of all classifications audited **must** be considered accurate and acceptable. Missing documentation is considered unacceptable. Failure to meet this standard will result in written notification of failure to meet ninety (90) percent accurate and acceptable. The contractor will then have five (5) working days to resolve any issues. If a remedy cannot be provided the State's Workforce Planning Bureau Chief may require a written plan that outlines when and how the issues will be resolved. Multiple failures may result in contract cancellation.

**3.2.2 JOB PROFILES.** At the request of the State's Workforce Planning Bureau Chief, develop and write job profiles using the Job Profile Form (Appendix E). Information needed to write the profile will be gathered by interviewing the supervisor, employee, or other designated person(s). Profiles may be for new or existing positions.

**3.2.2.1** Any and all information used to develop and write job profiles shall be attached to the final evaluation submitted to the State. Hand written notes shall be typed and submitted with the final evaluation. Payment for services will not be made until all documentation has been received.

**3.2.2.2** All completed job profiles and supporting documentation shall be submitted electronically to the State's Workforce Planning Bureau Chief.

**3.2.3 CAREER LADDERS.** At the request of the State's Workforce Planning Bureau Chief, develop career ladders for various occupational groups in order to provide progression through pay plan 020. Progression may be based on an employee's demonstrated job-related competencies, successful completion of certifications, coursework, job elements, achieving passing test scores, project completion, or other defined criteria. The successful offeror will be responsible for developing or working with staff to develop any one or all of the elements of the career ladder as well as communicating that information – whether through staff meetings, policy development, or written updates.

**3.2.3.1** Any and all information used to develop career ladders shall be attached to the final evaluation submitted to the State. Hand written notes shall be typed and submitted with the final evaluation. Payment for services will not be made until all documentation has been received.

**3.2.3.2** All completed career ladders and supporting documentation shall be submitted electronically to the State's Workforce Planning Bureau Chief.

**3.2.4 PROGRESS REPORTS.** Progress reports will be required to be submitted with monthly statements to State's Workforce Planning Bureau Chief.

## SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

### 4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

### 4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror **must** respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

**4.1.1 References.** Offeror shall provide a minimum of three references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last three years, has provided services similar to those requested in this RFP.

These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- A complete and separate Client Reference Form, Appendix C, **must** be provided for each reference submitted.
- Offeror **must** complete the first part of the Client Reference Form.
- Offeror shall submit the Client Reference Form to the client reference, with instructions to complete it.
- A responsible party of the organization for which the services were provided (the client) **must** provide the reference information.
- The person providing the reference **must** sign and date the form.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, the reference may not be considered or the proposal may be rejected.
- It is the offeror's responsibility to ensure that all Client Reference Forms are filled out correctly and completely.
- Customer references **must** be included with offeror's response.

**4.1.2 Resumes/Company Profile and Experience.** Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the

supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

**4.1.3 Method of Providing Services.** Offeror should provide a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed in Section 3.0.

**4.1.3.1** Describe the procedures that will be used to gather the necessary information to classify and evaluate job positions and write job profiles.

**4.1.3.2** Describe the format/procedure that will be used to submit the completed evaluations and job profiles to the State.

## SECTION 5: COST PROPOSAL

### **5.0 COST SUBMITTAL**

The cost proposal is to be submitted as an hourly rate for all services identified in this RFP. The rate will remain firm for the first year of the contract. Each renewal term may be subject to a rate increase by mutual agreement.

The cost proposal should provide a cost for services based on an hourly rate. The hourly rate provided will include all costs i.e. fringe benefit rate, overhead rate, and direct costs. Proposals **must** include sufficient, detailed information to support the offered Total Hourly Rate.

The State will evaluate the proposed costs and apply the evaluation formula to determine the relative score for each offer. Proposals that do not list a Total Hourly Rate may be deemed nonresponsive.

A. TOTAL HOURLY RATE                      \$\_\_\_\_\_



## SECTION 6: EVALUATION PROCESS

### **6.0 BASIS OF EVALUATION**

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 575 points**.

The **References, Resumes/Company Profile and Experience, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

**Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.**

#### **SCORING GUIDE**

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (95-100%):** A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

**Very Good Response (85-94%):** A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

**Good Response (75-84%):** A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

**Fair Response (65-74%):** A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

**Poor Response (60-64%):** A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

**Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

## **6.1 EVALUATION CRITERIA**

| <b>General Requirements</b> |                       | <b>Pass/Fail</b>   |
|-----------------------------|-----------------------|--------------------|
| <b>Category</b>             | <b>Section of RFP</b> | <b>Point Value</b> |
| A. Required Training        | 3.1.1                 | Pass/Fail          |

| <b>References</b> |                       | <b>4% of points for a possible 25 points</b> |
|-------------------|-----------------------|--|
| <b>Category</b>   | <b>Section of RFP</b> | <b>Point Value</b>                           |
| A. References     | 4.1.1                 | 25   |

| <b>Resumes/Company Profile and Experience</b> |                       | <b>44% of points for a possible 250 points</b> |
|---|-----------------------|--|
| <b>Category</b>                               | <b>Section of RFP</b> | <b>Point Value</b>                             |
| A. Years of Experience                        | 4.1.2                 | 75   |
| B. Past Projects                              | 4.1.2                 | 100  |
| C. Staff Qualifications                       | 4.1.2                 | 75   |

| <b>Method of Providing Services</b> |                       | <b>30% of points for a possible 175 points</b> |
|-------------------------------------|-----------------------|--|
| <b>Category</b>                     | <b>Section of RFP</b> | <b>Point Value</b>                             |
| A. Work Plan and Methods            | 4.1.3                 | 75   |
| B. Information Gathering Procedures | 4.1.3.1               | 50   |
| C. Submittal Methods                | 4.1.3.2               | 50   |

| <b>Cost Proposal</b> |                       | <b>22% of points for a possible 125 points</b> |
|----------------------|-----------------------|--|
| <b>Category</b>      | <b>Section of RFP</b> | <b>Point Value</b>                             |
| A. Cost Proposal     | 5.0                   | 125  |

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ( $\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$ ).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids,

alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 2/09

## APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cost/Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer, and Subcontracting
8. Hold Harmless/Indemnification
9. Independent Contractor
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Non-discrimination Notice
13. Patent and Copyright Protection
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Transition Assistance
19. Choice of Law and Venue
20. Scope, Amendment, and Interpretation
21. Execution

**(INSERT CONTRACT NUMBER)**

**1. PARTIES**

THIS CONTRACT is entered into by and between the State of Montana, Department of Transportation, (hereinafter referred to as "the State"), whose address and phone number are 2701 Prospect Avenue, Helena, MT 59620, (406) 444-6049 and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect upon contract execution and terminate on December 31, 2010, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one (1) year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven (7) years.

**3. COST/PRICE ADJUSTMENTS**

**3.1 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

**4. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State, Human Resource Services that include classification evaluations of job positions, writing job profiles for existing and new positions, and provide assistance in developing career ladders.

**5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration for the Human Resource Services to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

**5.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

**6. ACCESS AND RETENTION OF RECORDS**

**6.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

**6.2 Retention Period.** The Contractor agrees to create and retain records supporting the Human Resource Services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

## **7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **8. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **9. INDEPENDENT CONTRACTOR**

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the Agreement. A successful bidder, who, during the post-bid period or during the term of the Agreement, becomes a Montana State employee, must immediately notify in writing the Department's Field Maintenance Chief. Contractor agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the Agreement who is a Montana State employee, the Agreement is subject to immediate termination.

It is expressly agreed that the Contractor in fulfilling the terms of this Agreement is not an employee of the DEPARTMENT, but is solely an INDEPENDENT CONTRACTOR and not an employee of the DEPARTMENT.

## **10. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Transportation, P.O. Box 201001, Helena, MT 59620-1001, upon expiration.

## **11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **12. NON-DISCRIMINATION NOTICE**

During the performance of this Agreement, \_\_\_\_\_ Contractor \_\_\_\_\_ (hereafter in this Section "the Party"),



for itself, its assignees and successors in interest, agrees as follows:

**A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance:  
Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

**13. PATENT AND COPYRIGHT PROTECTION**

**13.1 Third-Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**13.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

**14. CONTRACT TERMINATION**

**14.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in

this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**14.2 Termination for Convenience.** The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least thirty (30) days prior to the effective date of termination.

**14.3 Reduction of Funding.** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**14.4 Federal Labor Laws.** A contractor who becomes a State of Montana employee during the term of the contract must immediately notify in writing the Montana Department of Transportation, Purchasing Services Bureau. The Contractor agrees that if it becomes a State of Montana employee during those periods, or if it hires a State of Montana employee to perform more than 50 percent of the work under the contract, the contract is subject to immediate termination.

## **15. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

\_\_\_\_\_ will be the liaison for the Contractor.  
(Address)  
(City, State, ZIP)  
(Telephone)  
(Fax)  
(E-mail)

\_\_\_\_\_ will be the liaison for the Contractor.  
(Address)  
(City, State, ZIP)  
(Telephone)  
(Fax)  
(E-mail)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

## **16. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

## **17. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **18. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

## **19. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

## **20. SCOPE, AMENDMENT, AND INTERPRETATION**

**20.1 Contract.** This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP #HWY-309504-KS, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**20.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**21. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF TRANSPORTATION  
2701 PROSPECT AVENUE  
HELENA, MT 59620**

**(INSERT CONTRACTOR'S NAME)  
(Insert Address)  
(Insert City, State, Zip)  
FEDERAL ID #**

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Content:

Approved as to Form:

\_\_\_\_\_  
Legal Counsel (Date)

\_\_\_\_\_  
Procurement Officer (Date)

Approved as to Civil Rights:

\_\_\_\_\_  
Civil Rights (Date)

## APPENDIX C: CLIENT REFERENCE FORM

The individual completing this Client Reference Form must be a responsible party of the organization for which the services were provided. This individual should have comprehensive knowledge about the services provided.

| <b>Offeror Reference Form</b>   | <b>1-5</b><br>Please rank each of these items on a scale of 1 to 5, where:  |
|---|---|
| Offeror: _____<br>Client: _____<br>Service Type(s): _____<br>Term of Contract: _____  | <div style="border: 1px solid black; padding: 5px;"> <b>5:</b> Agree Strongly<br/> <b>4:</b> Agree<br/> <b>3:</b> Neutral<br/> <b>2:</b> Disagree<br/> <b>1:</b> Disagree Strongly </div> |
| 1. The Offeror was a good fit for the project(s) they were hired for.   |   |
| 2. The Offeror provided skilled and qualified staff to complete the assigned projects.  |   |
| 3. The Offeror's work was timely, accurate, and of good quality.  |   |
| 4. The Offeror was knowledgeable, flexible, and responsive to your needs.   |   |
| 5. The Offeror communicated issues and trouble areas early, and managed them well.  |   |
| 6. The Offeror collaborated well with you by providing the appropriate reports.   |   |
| 7. The Offeror performed within the contract budget and time limits?  |   |
| 8. You would have no issues with hiring this vendor again.  |   |
| <b>NAME:</b> _____ <b>DATE:</b> _____<br><div style="text-align: center;">(Signature)</div><br><b>TITLE:</b> _____<br><br><b>EMAIL ADDRESS:</b> _____<br><br><b>PHONE NUMBER:</b> _____ |   |

## APPENDIX D: AGENCY CLASSIFICATION REVIEW PROCEDURES

### AGENCY CLASSIFICATION REVIEW PROCEDURES

#### I. JOB PROFILE & AGENCY CLASSIFICATION REQUEST

##### A. MDT Supervisors

- Write Job Profile (JP).
- Complete Agency Classification Request (ACR) form.
- Get signatures on JP Signature page from the employee, supervisor, bureau chief, division administrator.
- Submit signed, hard copy of JP and ACR to Division HR Specialist.
- Send electronic copy of JP and ACR to Division HR Specialist.

##### B. HR Specialist

- Receive Job Profile (JP) from supervisor.
- Complete Agency Classification Request (ACR) form, if necessary.
- Get signatures on JP Signature page from the employee, supervisors, District Administrator.
- Submit signed JP and ACR to MDT Classification Coordinator.
- Send electronic copy of JP and ACR to MDT Classification Coordinator.

##### C. MDT Classification Coordinator

- Check for signatures on JP Signature page.
  - If signatures are needed, follow up with the supervisor or HR Specialist to obtain signatures.
  - If signatures are there, continue with procedures.
- Date stamp signed JP and ACR on receipt.
- Determine which MDT Classification Analyst will do the review (Division HR Specialist, Workforce Planning Classification Specialist, or Contracted Classification Analyst).
- Transmit ACR and JP to MDT Classification Analyst.
  - If review will be done by the Contracted Classification Analyst, assign work to MDT Classification Analyst to serve as the Contracted Classification Analyst contact. MDT Classification Analyst will contact the Contracted Classification Analyst to start the review process.
- Enter receipt of JP and assignment of JP on Classification Log.  
EMPREL \WEB\INTERNAL\CLASSIFICATION LOG.XLS

#### II. CLASSIFICATION PROCESS

##### A. MDT Classification Analyst

- Receive classification assignment and complete classification review & audit.
- Serve as contact if class review is assigned to CMS, complete the following steps once review is complete.
- Save JP and job evaluation (JE) on PERSPD.
- Do not save Audit notes electronically.
- Naming Convention: Position #, JP or JE, Month, Year (no spaces).  
[41006JP0506]

- Must also save JP in PDF format on EMPREL/PERSPD/.
- Move any old version of JP to DELETE folder.
- File hard copy of JP, JE, ACR, Audit notes, and Memo in Position File.
- Update Classification Log with Title, Band, Scheduled Audit Date, New Title, Class Code (CC), Band, Submitted for Approval.

EMPREL\WEB\INTERNAL\CLASSIFICATION LOG.XLS

- Sign out on log and give to Agency Designee (or Human Resources Division Administrator) for review and signatures on hard copy of JP and JE.
- If title is new to agency, discuss with Agency Designee or Human Resources Division Administrator to ensure title is best fit.
- Signed JP and JE is returned to classifier to prepare classification review memo and email.
  - o Copy to chain of command on signature page, assigned HR Specialist and to MDT Compensation Specialist.
- Print copy of memo for position file.
- Prepare HR 11 & email to MDT Compensation Specialist.
- Send electronic copy of JP and JE to Head Classification Analyst at Department of Administration, State Human Resources Division.

**B. Agency Designee or Human Resources Division Administrator**

- Review and sign JP and JE.
- Update Classification log (Out Date).
- Return hard copies to MDT Classification Analyst for filing and notice to original requestor (chain of command on signature page & District/Division HR Specialist).



## APPENDIX E: JOB PROFILE FORM



**STATE OF MONTANA  
MONTANA DEPARTMENT OF TRANSPORTATION  
JOB PROFILE**

☐

Update

☐

Formal Review

Date Submitted \_\_\_\_\_

---

### **SECTION I - Identification**

---

**Working Title:**

**Department:**

**Job Code Number:**

**Division & Bureau:**

**Job Code Title:**

**Section & Unit:**

**Pay Band:**

**Work Address:**

**Position Number:**

**Phone:**

☐

FLSA Exempt

☐

FLSA Non-Exempt

☐

Non-Union

☐

MPEA

☐

Blue Collar

**Profile Completed By:**

**Work Phone:**

**Work Unit Mission Statement or Functional Description:**

---

**Describe the Job's Overall Purpose:**

---

---

### **SECTION II - Major Duties or Responsibilities**

*This section should be a clear concise statement of the position's major duties and the approximate percent of work time for each duty*

**% of Time**

---

- 
1. *The following duties and/or specific tasks listed under section II above are considered “essential functions” because they require specialized expertise and skill and are the primary reasons the job exists (they must be performed by this position with or without accommodations):*

*The following mental and physical demands are associated with these essential functions:*

PHYSICAL

•

MENTAL

•

2. *Does this position supervise others?* ☐ Yes ☐ No

Number directly supervised:

Position Number(s) of those supervised:

3. *Attach an Organizational Chart.*

---

***SECTION III - Minimum Qualifications - List minimum requirements for the first day of work.***

---

**Critical knowledge and skills required for this position:**

KNOWLEDGE:

SKILLS:

**Behaviors required to perform these duties:**

See MDT Core Behaviors

**Education:**

Check the one box indicating minimum education requirements for this position for a new employee the first day of work:

- |   |  |
|---|--|
| <input type="checkbox"/> No education required                | <input type="checkbox"/> Related AAS/2-years college/vocational training |
| <input type="checkbox"/> High school diploma or equivalent    | <input type="checkbox"/> Related Bachelor's Degree                       |
| <input type="checkbox"/> 1-year related college/voc. training | <input type="checkbox"/> Related Master's degree                         |

**Please specify the acceptable fields of study:**

*Acceptable:*

**Other education, training, certification, or licensing required (specify):**

**Experience:**

Check the one box indicating minimum work-related experience requirements for this position for a new employee the first day of work:

- |   |  |
|---|--|
| <input type="checkbox"/> No prior experience required | <input type="checkbox"/> 3 years         |
| <input type="checkbox"/> 1 year                       | <input type="checkbox"/> 4 years         |
| <input type="checkbox"/> 2 years                      | <input type="checkbox"/> 5 or more years |

**Other specific experience (optional):**

**Alternative Qualifications:**

This agency will accept alternative methods of obtaining necessary qualifications.

☐ **Yes**   ☐ **No**

**Alternative qualifications include:**

---

**SECTION IV – Other Important Job Information**

---

- |  |   |
|--|---|
| <input type="checkbox"/> Fingerprint check | <input type="checkbox"/> Valid driver's license |
| <input type="checkbox"/> Background check  | <input type="checkbox"/> Other; Describe        |

Other information including working conditions such as shifts, lifting requirements, travel or hours.

---

**SECTION V – Signatures**

---

Signature indicates this statement is accurate and complete.

***Employee:***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Immediate Supervisor:***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Bureau Chief:***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Division/District Administrator:***

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Department Designee:***

Jennifer Jensen/Designee

Chief Human Resources Officer  
Human Resources Division

Signature: \_\_\_\_\_ Date: \_\_\_\_\_